

**EXHIBIT 1**      *Application Summary, Form HUD-92045:*

**Multifamily Housing Assisted  
Living Conversion Program  
APPLICATION SUMMARY SHEET**

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0542  
(exp. 8/31/2008)

**Public reporting burden** for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required for HUD's Assisted Living Conversion Program (ALCP). This program is authorized under Section 522(c) of the Appropriations Act of 2000. The information is necessary to assist HUD in determining applicant eligibility and ability to convert multifamily housing projects designated for the elderly (in whole or in part) into assisted living facilities. A thorough evaluation of an applicant's qualifications and capabilities is critical to protect the Government's financial interest and to mitigate any possibility of fraud, waste, or mismanagement of public funds. This collection of information does not collect any sensitive information. HUD does not ensure confidentiality.

Owner (Funds Recipient) Name New Haven Jewish Community Council Housing Corp

Address 18 Tower Lane

City New Haven State CT Zip 06519-1765

Phone (Include Area Code) (203) 772-1816

Grant Contact Person (Name) Dorothy Giannini-Meyers

Phone (Include Area Code) (203) 772-1816

E-mail address dorothy@towerone.org

List the specific development(s) targeted for assistance under this grant. Use additional sheets as needed.

Development Name Tower One

Address 18 Tower Lane

City New Haven State CT Zip 06519-7164

FHA/Project Number 017-SH006 Sec.8 Number CT26M00129

Project Type (e.g., 236) 202 No. of Units 196

Location (Urban, suburban, or rural) Urban

Number of Residents 198 Estimated Number of Frail Elderly 32

Estimated Number of Non-elderly People with Disabilities 0

Estimated Number of At-risk Elderly 118

Are you applying for a Service Coordinator Grant? Yes ☒ No

Will this development share a service coordinator with other developments? Yes ☒ No

If yes, please give name and address of the development(s) if different.

Senators 1. Christopher Dodd 2. Joseph Lieberman

Congressional Representative(s) Name(s) 1. Rose DeLaura District(s) 1. 3

2. \_\_\_\_\_ 2. \_\_\_\_\_

## EXHIBIT 9

### Supportive Services Plan

- (a) A description of the supportive services needed for the frail elderly the ALF is expected to serve. This must include at least (1) meals and such other supportive services required locally or by the state, and (2) such optional services or care to be offered on an "as needed" basis.*

Tower One was built in late 1960s to provide independent housing for elders in the Greater New Haven area. Since then residents have been aging in place, and consequently need assistance with activities of daily living to remain in their living environment. The average resident is 86 years old. Sixty nine percent of the residents are female and live alone. Sixty percent have limitations in one or two Activities of Daily Living, (ADL) and thirty two percent have limitations in three or more Activities of Daily Living. Today residents in 128 of the 196 apartments in Tower One require and receive assisted living services to prevent or delay nursing home placement. In addition, our admission trends show an increasingly older applicant pool.

In the State of Connecticut, assisted living regulations are divided into two segments that delineate 1) the responsibilities of the facility, called the Managed Residential Community, MRC; and 2) the responsibilities of the assisted living service provider, called the Assisted Living Service Agency (ALSA).

Tower One is designated by the State of Connecticut Department of Health Services as a Managed Residential Community (MRC). Utopia Assisted Living Services, Inc. is the licensed Assisted Living Services Agency (ALSA) that provides direct care services to Tower One residents. Tower One has established a relationship with Utopia to provide assisted living services to residents. Attached please find the contractual agreement between Tower One and Utopia. Both entities coordinate to make the following services available for residents living in assisted living units and other apartments throughout the Tower One building. An outline of the manner in which these services are delivered is as follows:

In order to meet the needs of our residents Tower One has responded with an ever-increasing array of service initiatives including assisted living services. We estimate that 85 % of our total resident population needs some type of assistance. The target population that we expect to serve in the newly converted Assisted Living apartments will consist of the following:

- Elders currently living in Tower One receiving and/or needing assisted living services.
- Residents who presently live independently within our other Section 202 (Tower East) project who are aging in place and may require assisted living services.
- Elders who, at present, live in the community in their own homes but will need access to affordable assisted living services.

### **Service Coordination**

Tower One has HUD funded service coordinators. The role of the service coordinator is determined by the HUD service coordinator guidelines and the State of Connecticut's Assisted Living Regulations which requires that a Managed Residential Community have a service coordinator on site. The service coordinator works as a "gatekeeper" to identify and assist residents in order to secure community based services as well as to determine if residents are eligible for the assisted living program or are in need of home care services to safely remain at Tower One. Additionally, Service Coordinators works closely with registered nurses, care managers and the social workers as part of the interdisciplinary team to review and revise the service plan as needed.

### **Personal Care**

Personal Care consists of supervision of and assistance with Activities of Daily Living (ADL) such as bathing, dressing, meal preparation, medication monitoring and ambulation as well as Instrumental Activities of Daily Living (IADL) such as laundry, housekeeping, and socialization. These services are available 7 days a week.

### **Emergency Response**

Emergency response systems and procedures meet scheduled and unscheduled needs of assisted living residents. The following are the emergency response systems which are available:

- 24 hour a day on-site staff to respond to residents' needs. Trained security and certified nursing aides staff are available during the evening and overnight shifts as is an on-call nurse to meet residents service and emergency support needs.
- Emergency pull cords in all bedrooms and bathrooms.
- Personal emergency response system is available for resident as needed.

**Meals**

Three meals a day are made available for residents at Tower One. Meals are served in our spacious dining room or café'. The evening meal is delivered to residents who are unable to come to the dining room if ill or recovering from a hospitalization. Breakfast and lunch is prepared by aides for residents unable to prepare his or her meal.

**Transportation**

Transportation services are provided through collaborative efforts with both the South Central Connecticut Agency on Aging and the City of New Haven.

**Optional Services**

The following services are available at Tower One for residents through our linkages with community based providers:

- Home Health Agency (Utopia Home Health Care, Inc., VNA and other home care agencies)
- Primary Health Care and Specialty Care (Hospital of St. Raphael ElderCare Project - in on-site clinic)
- Geriatric Assessment and Wellness (Hospital of St. Raphael ElderCare Project)
- Psychiatric Care (Geriatric and Adult Psychiatry – in on-site clinic)
- Convenience Store (Sodexo Dining Services, Inc.)
- Banking Services (New Alliance Bank)
- Home Delivered Meals (Sodexo Dining Services, Inc. and Meals on Wheels)
- Computer Center (In addition to residents' use, the computer center is used in the early evening hours by Concepts for Adaptive Learning (CfAL) to provide computer skills for parents of inner city elementary school children. After successfully completing the course a donated and reconditioned computer is installed in the family's home. CfAL then provides one year of technical support)
- Routine Maintenance (Towers maintenance/housekeeping department)
- Housekeeping (Towers maintenance/housekeeping department or Utopia Assisted Living Services)
- Information and Referrals (Service Coordinator)

- Religious Services(Local clergy)and other social activities(community resources)

ASSISTED LIVING SERVICES AGREEMENT  
BETWEEN

Utopia Assisted Living Services Inc.  
(Assisted Living Service Provider)

AND

New Haven Jewish Community Council Housing Corp., Inc.  
a/k/a Tower One  
(HUD Section 202 Elderly Housing Development)

This Agreement is made this March 9, 2001 by and between Utopia Assisted Living Services Inc. (the "Agency") a licensed assisted living services provider having a usual place of business at 665 Foxon Rd., East Haven CT 06512 providing assisted living services, and New Haven Jewish Community Council Housing Corp., Inc. a/k/a Tower One (the "Facility") a non-profit corporation having a principal place of business at 18 Tower Lane, New Haven, CT 06519.

WHEREAS, the State of Connecticut Legislature has designated the Facility as the site of a demonstration program pursuant to P.A. 00-2, to extend certain assisted living services to eligible residents at the Facility;

WHEREAS, the Agency is a licensed assisted living services agency that is capable of providing and wishes to provide such services; and

WHEREAS, Facility and the Agency acknowledge that their mutual goal is to ensure the provision of services to eligible residents of the Facility that promote independence and prevent premature or unnecessary institutionalization, all in a safe environment and in an efficient and economical manner.

NOW THEREFORE, in consideration of the mutual agreements and the obligations set forth herein, the parties agree as follows:

**1. General Obligations: Residents' Rights:**

1. The Agency shall provide assisted living services to residents of the Facility whose needs may be met by the Agency and who request and are eligible for such services under the provisions of the demonstration program (Demonstration), as administered by the State of Connecticut Department of Economic and Community Development or under the Connecticut Home Care Program for Elders (CHCPE), as administered by the State of Connecticut Department of Social Services. "Assisted Living Services" include nursing services and assistance with activities of daily living as set forth in 19-13-105 of the Regulations of Connecticut State Agencies (hereinafter, "Public Health Code")
2. Residents of the Facility will be informed by Owner of the availability of assisted living services provided by the Agency under the provisions of either the Demonstration or the CHCPE.
3. Residents partaking of Agency services as participants in the Demonstration or CHCPE agree to have all care services of the program provided by and through the Agency, (See Attachment #1: Services); except that should nursing or home care services be required or requested beyond the care services, the residents must be informed of their right to have such services provided by any other assisted living service, or home health care agency or licensed or certified health care agency or licensed or health care professionals or companions.
4. Further, nothing in this Agreement preempts the existing right of those residents not

participating in the Demonstration to independently contract with a provider of any of the forenamed services.

**II. Provision of Assisted Living Services:**

1. Facility agrees to take all actions necessary to establish and maintain its status as a HUD Section 202 elderly housing facility and to maintain the facility in a safe manner and in compliance with the Connecticut Fire Safety Code and all local building codes and ordinances.
2. The Agency agrees to furnish all personnel necessary to ensure the provision of adequate and responsible assisted living services by the Agency. Personnel provided by the Agency shall meet the requirements of the Public Health Code of the State of Connecticut and, at a minimum, shall include a Registered Nurse on duty at the community with a schedule of hours mutually agreed upon between the Agency and the Facility, a Registered Nurse on call at all other times, and assisted living aides scheduled to work sufficient to meet the needs of the clients at all times based on the clients' service programs.
3. The Agency will provide services as a licensed assisted living services agency in full compliance with all applicable federal, state, and local laws in accordance with generally accepted standards of practice.
4. The Agency acknowledges that the number of residents within the demonstration program, and the particular services required by these residents, will vary over time. The Agency agrees to provide staff in numbers, qualifications, training and experience adequate to meet the needs of these residents.
5. The Agency and Facility each will notify the other within 48 hours of any complaint by any resident regarding the provision of assisted living services by the Agency. The Agency shall investigate and respond to any such complaint immediately and, subject to the provisions of Section S. Paragraph 6, shall have ten (10) business days to correct any such complaint to the satisfaction of Facility. Patient specific information will be discussed only with the Facility and only with a signed release of information by the client.
6. Designated staff of the Agency and Facility shall meet weekly at case conferences to discuss the status of residents receiving assisted living services. Specific patient information will only be discussed with the signed release of information by client.
7. Upon the request of Facility, the Agency will conduct assessments of applicants and residents to determine the applicant's or resident's level of independent functioning, the need (if any) for assisted living services and the nature and extent of the services required.
8. Facility and the Agency both shall obtain appropriate consent to disclosure of clinical and billing records by the Agency to the Facility from each applicant for whom an assessment is requested and each resident for whom an assessment is requested or who receives assisted living services.
9. If there is disagreement between the Agency and the Facility as the nature or scope of services required, designated staff of Agency and Facility shall meet and utilize their best efforts to resolve the issues. If a resident refuses to make arrangements for supplemental services considered essential for the resident's safety by the Agency, the Agency shall promptly bring



the situation to the attention of Facility, in any such instance, the Facility shall review the situation against the admission and discharge criteria of the facility. The Agency may discharge the resident from ALSA services if the resident no longer meets criteria for ALSA services.

- ★ 10. The Agency shall maintain a written contract with one or more licensed home health care agencies which ensures the provision of home health care services for those clients of the Agency who are eligible for these services.
11. If a Resident's condition is no longer chronic and stable, it shall be the responsibility of the Agency to furnish timely notice of such referrals to the Facility so that alternative care planning and/or transition of resident can take place.

### III. **Provision of Core Services:**

1. Facility shall continue to provide or arrange to make available as core services the following core services provided as part of the Managed Residential Community requirements on a regular and continuous basis to all residents participants who choose to use them; (a) regularly scheduled meal service for three meals per day; (b) provision of laundry facilities; (c) regularly scheduled transportation for personal shopping, social and recreation events, health care appointments, and similar needs; (d) regularly scheduled housekeeping service including chore services for routine domestic tasks that the tenant is unable to perform; (e) maintenance service for residents' living units; (f) a program of social and recreational opportunities; (g) an emergency response system; and (h) 24 hour duty staffing.
2. Facility shall assign to its Resident Services Manager responsibilities as On-Site Coordinator to oversee the provision of core services to participants in the Demonstration or CHCPE. In addition to the Resident Service Manager, a designated Senior Resident Services Coordinator will be contact/referral person for questions relating to core services.
3. The Agency will have full responsibility for providing additional core services required as part of the care plan.

### IV. **Employees/Independent Contractors:**

1. The Agency shall ensure that all of its employees, and all persons engaged by it as independent contractor to provide assisted living services to residents of the Facility, are duly licensed or certified in accordance with applicable law. (See Attachment #2 Tower One/Tower East Vendor Rules)
2. Records evidencing licensure or certification shall be made available to the Facility upon request.
3. The Agency shall require its employees and independent contractors to provide professional assisted living services in accordance with the rules of the Agency, the rules of the Facility and applicable standards of care. The Facility shall bring to the attention of the Agency any instance of any Agency employee or independent contractor who fails to meet the standards for resident service that the Facility expects of its own employees. Such situations will be resolved by the Facility and the Agency in a case-by-case basis.

4. The Agency shall be exclusively responsive for the payment of all wages, salaries, or other compensations, taxes, withholding payment, and associated penalties or fees, fringe benefits, professional liability insurance premiums, contributions to pensions or other deferred compensation plans, Social Security workers' compensation, unemployment compensation, licensing fees and all other usual and customary obligations of an employer with respect to its employees and, as applicable, its independent contractor and the filing of all necessary forms, documents, and returns pertaining to the foregoing. The Agency shall hold harmless the Facility against any and all claims that the Facility is responsible for payment of or documentation connected with any such obligation.
5. It is mutually understood and agreed that the Agency is at all times acting as an independent contractor providing assisted living services as set forth in this Agreement. The Facility shall not have or exercise any control or direction over the methods by which the Agency or employees under its control perform their duties.

**V. Records and Records:**

1. The Agency shall maintain usual and customary clinical, billing, and other records regarding services rendered to residents of the Facility. Subject to the consent of the resident, these records shall be made available upon request to the Facility. All clinical, billing, and other records regarding services provided by the Agency shall be the sole property and responsibility of the Agency.
2. Subject to the consent of the resident, the Agency shall provide the Facility with monthly information regarding the residents receiving assisted living services and the residents referred by the Agency to a licensed home health agency or other health care provider. This information shall include the number of clients served and the types of services provided and shall be furnished in a form acceptable to the Facility by the 10th day of each month with respect to services rendered by the Agency during the previous month.

**VI. Office and Common Space:**

1. The Facility shall provide the Agency with adequate rental office space for the following:  
(a) client and family conferences; (b) pre and post-visit activities; (c) staff meetings; (d) storage and maintenance of equipment and supplies necessary to provide client services; and (e) secure storage of client administrative and financial records.
2. The Agency shall have access to common spaces such as lounges and community or other meeting rooms for the presentation of health education and other programs, including programs open to the public, by arrangement with and subject to the prior approval of the Facility.

**VII. Charges: Billing and Payment**

1. Charges to the Facility for assisted living services under the Demonstration shall be itemized consistent with billing requirement under the CHCPE and DECD Programs.
2. Funding and availability of Assisted Living Services for both DSS/CHCP and DECD Programs will be contingent on availability and appropriation of funds from the State of Connecticut.
3. No additional charges beyond the approved rates may be billed, either to the tenant or the Facility.

**VIII Insurance**

1. The Agency shall at all times maintain liability insurance of not less than \$1,000,000. A current Certificate of Insurance shall be provided to the Facility upon execution of this agreement.
2. The Facility shall at all times maintain liability insurance of not less than \$1,000,000. A current Certificate of Insurance shall be provided to the Agency upon request.

**IX. Indemnification**

1. The Agency shall indemnify the Facility against any claim of damage or loss sustained by reason of the dishonesty, negligence, malfeasance, misfeasance, misconduct or incompetence of any employee or contractor of the Agency in connection with the performance of its obligations pursuant to this Agreement, or by reason of the failure of the Facility to perform any of its obligations pursuant to this Agreement.
2. Facility shall indemnify the Agency against any claim of damage or loss sustained by reason of the dishonesty, negligence, malfeasance, misfeasance, misconduct or incompetence of any employee or contractor of the Facility in connection with the performance of its obligations pursuant to this Agreement, or by reason of the failure of the Agency to perform any of its obligations pursuant to this Agreement.

**X. Term of Agreement: Termination**

1. This Agreement shall remain in effect for a term of one year from the date of execution and ; shall be automatically renewed for successive one year terms unless either party serves written notice on the other of non-renewal at least sixty days prior to the renewal date, or unless earlier terminated pursuant to any other provision of this section.
2. This Agreement may be terminated by either party at any time upon sixty days written notice to the other party.
3. This Agreement may be terminated by the Facility on one week written notice to the Agency upon occurrence of any of the following events: (a) failure by the Agency or its agents or employees to provide adequate care to any resident, when such failure poses a

serious threat to the health or safety of any resident as determined by the Facility in its sole discretion; (b) failure by the Agency to maintain, or termination or revocation of its license as an assisted living services agency; (c) violations of the Public Health Code of the State of Connecticut that materially impair its ability of the Agency to provide adequate care to residents of Community, as determined by the Facility in its sole discretion. The Agency will make its licensure and survey records available to the Facility upon request. The Facility shall notify the Agency of its specific concern and the Agency shall have seventy-two hours to respond to and correct any problem, such correction to be to the satisfaction of Facility in the sole discretion.

4. This Agreement may be terminated by the Agency on one week written notice upon failure by the Facility to (a) maintain Community's status as a HUD Section 202 elderly housing facility; or (b) make the core services listed in Section III, Paragraph 1 of this Agreement, available to residents on a regular and continuous basis.

## **XI.**

### **Other**

1. Nothing contained in this Agreement shall constitute or be construed as constituting a partnership or joint venture between the Facility and the Agency.
2. The Facility shall not be liable for any existing or future liability obligations or debts of the Agency, nor shall the Agency be liable for any existing or future liabilities, obligations or debts of the Facility.
3. This Agreement may not be assigned or transferred by either party except with the prior written approval of the other party.
4. This Agreement constitutes the whole and entire Agreement between the parties and may not be modified or amended except in writing signed by both parties.
5. If any provision of this Agreement should be declared invalid or unenforceable by any court of competent jurisdiction, or rendered invalid by any change in applicable law, the remainder of the Agreement shall remain in full force and effect.
6. If either party at any time elects not to require compliance with a particular term of this Agreement, this election shall not be construed as a waiver of the party's right to require compliance with that or any other provision of this Agreement at any future time.
7. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.
8. Nondiscrimination Pursuant to the provisions of Section 4a-60a of the Connecticut General Statutes, (1) The Agency agrees and warrants that in the performance of the Agreement such Agency will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, any manner prohibited by the laws of the United States or of the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; (2) the Agency agrees to comply with each provision of this section and sections

46a-68f of the General Statutes and with each regulations or relevant order issued by said commission pursuant to Section 46a-56, 46a-68e and 46a-68f of the general statutes; (3) the Agency agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Agency as relate to the provisions of this section and section 46a-56 of the general statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date set forth above.

The Agency:

By \_\_\_\_\_

Name: David Martinez

Title : Vice President

The Facility

By \_\_\_\_\_

Name: Alan Judelson

Title : Chair of the board of directors

## **Attachment #1**

### **Services**

**Utopia Assisted Living Services Inc.**

### **Assisted Living Services**

#### **Level One:**

Occasional Personal Services 1 to 3.75 hours per week

#### **Level Two:**

Limited Personal Services 4 to 8.75 hours per week

#### **Level Three:**

Moderate Personal Services 9 to 14.75 hours per week

#### **Level Four:**

Extensive Personal Services 15 to 25 hours per week

#### **Assisted Living Services including, but not limited to:**

- **Personal care (bathing, dressing, etc.)**
- **Medication reminders**
- **Assistance with ambulating**
- **Assistance with transferring**
- **Assistance preparing for bed**
- **Assistance with toileting**
- **Assistance with incontinence**
- **Wandering prevention and redirection**
- **Assistance getting out of bed in the morning**
- **Meal preparation**
- **Other types of assistance as needed and/or as indicated or required by Connecticut Assisted Living Regulations.**

## **Attachment #2**

### **Vendor Rules**

#### **New Haven Jewish Community Council Housing Corp., A/K/A Tower One**

- All areas must be kept clean and safe at all times and left in a clean and safe condition when work is done.
- Zero tolerance for sexual harassment and drug use
- Parking only in designated areas, violators will be towed at owner's expense.
- This is a residential facility. All residents and staff must be treated with respect. Report any problems to the Facilities Director.
- No swearing or offensive language will be tolerated.
- No food may be brought into the dining room this is a Kosher area.
- No smoking in any part of the building. Smoking permitted in designated outside areas. All smoking materials must be placed in receptacles.
- All workers must sign-in and out at guard station
- Use of other doors must be arranged by security.
- Use of coffee shop and convenience store is permitted. Food or drink may not be consumed in the common areas including dining room.
- Contractors are responsible for locking all doors.
- No propping doors in the open position.
- Unless performing work in these areas, Tower East Meeting Room, Chapel & Common Area, they are off limits.
- Unattended work areas must be left in safe condition. I.e. (Electrical panels re-installed, etc.)
- Tower One/Tower East is not responsible for your equipment.
- Elevator rules (?)
- Wear appropriate I.D. badge or uniform while working
- Prior meeting must be held to review safety & health risk concerns

## EXHIBIT 9

*(b) A description of how you will provide the supportive services to those who are frail and have disabilities (i.e., on or off-site or combination of on or off-site), including an explanation of how the service coordination role will facilitate the adequate provision of such services to ALF residents, and how the services will meet the identified needs of the residents. Also indicate how you intend to fund the service coordinator role.*

In the State of Connecticut, assisted living regulations are divided into two segments that delineate 1) the responsibility of the facility, called the Managed Residential Community (MRC); and 2) the service provider, called the Assisted Living Service Agency (ALSA).

### **Managed Residential Community (MRC)**

Tower One applied for and received Managed Residential Community, (MRC), designation from the State of Connecticut Department of Public Health on April 28, 2000. A copy of the notification letter is attached.

As the Managed Residential Community (Tower One) provides the following services:

#### **Service Coordinator**

Tower One has Service Coordinator Grants funded by HUD since 1995. The role of the service coordinator is determined by the HUD service coordinator guidelines and the State of Connecticut's Assisted Living Regulations which requires that a MRC have a service coordinator on site. The service coordinator acts as a "gatekeeper" of services for residents by identifying and assisting tenants in securing community based services as well as by determining if residents are eligible for ALSA services. The service coordinator works closely with the ALSA nurse as part of the interdisciplinary team to identify and assist residents in securing community based services as well as to determine if residents are eligible for assisted living funding from State of Connecticut programs administered by the Departments of Social Services, (DSS) and Economic and Community Development (DECD) and whether an individual is in need of assisted living services in order to safely remain at Tower One.



**Meals**

Tower One has 3 meals a day available on-site. All residents participate in the evening dinner program. Breakfast and lunch is available in the café' or in residents' own apartment. Assisted Living aides prepare breakfast and lunch for residents unable to do so themselves.

**Chore and House Keeping Services**

Either Utopia Assisted Living Services or Tower One provide scheduled housekeeping services, including laundry service, and chore service for routine domestic tasks that the resident is unable to perform.

**Emergency Response**

Emergency response systems and procedures meet scheduled and unscheduled needs of ALF residents. The following are the emergency response systems which are available:

- 24 hour a day on-site staff to respond to residents need resident. Tower One has trained security and certified nursing aide staff during the evening and overnight shifts as well as on-call nursing to meet residents' service and emergency support needs.
- Emergency pull cords in all bedrooms and bathrooms.
- Personal emergency response system available for resident as needed.

**Transportation**

Tower One arranges for scheduled transportation service for personal shopping, social and recreational events, and health care appointments.

**Social Activities**

There are ongoing and regularly scheduled daily activities and scheduled monthly trips that are organized by Tower One for residents.

**Assisted Living Service Agency (ALSA)**

Utopia Assisted Living Services, Inc. is licensed by the state of Connecticut Department of Public Health as an Assisted Living Services Agency (ALSA). A copy of the current license is attached.

The ALSA license is only approved for an assisted living service agency to provide assisted living services at a specific MRC location. All the services

required by the ALSA program are provided by Utopia trained staff. In addition, attached please find the contractual agreement between Tower One and Utopia.

The following are the assisted living services made available through Utopia Assisted Living Services:

#### **Personal Care**

Assistance with Activities of Daily Living is available 7 days a week. This includes but is not limited to assistance with bathing, dressing, meal preparation, and medication management and ambulating. Assistance with Instrumental Activities of Daily Living is provided on an as needed basis. This includes but is not limited to assistance with laundry, housekeeping, and socialization. Attached is the personal assisted living services package information for Utopia Assisted Living Services, Inc.

#### **Service Plan**

The service coordinator cooperates with ALSA staff that develops and maintains together with each resident and/or his/her legal representative an individualized plan that is confidential and describes in lay terms the service needs of the resident and each party's responsibilities. The service plan is updated regularly.

#### **Funding Structure**

Assisted living services are funded primarily through three funding sources as indicated in Exhibit 9 (e). The three funding sources for assisted living services are as follows:

1. Residents who meet the state financial and clinical criteria qualify for the Assisted Living Program provided by the Department of Economic and Community Development;
2. Residents who meet the financial and clinical criteria for the state funded Home Care Program for the Elderly or the Money Follows the Persons Program that is administered by the Department of Social Services; and
3. Residents who are over-income for the above resources and may pay privately for needed services. Or utilize a long-term care insurance policy.

Please see Exhibit 9(d) for the fee structure. Attached please see a copy of the Supportive Services Budget outlining the various funding streams.

Attached please find copies of both the Managed Residential Community designation for Tower One and the Assisted Living Services Agency license for Utopia Assisted Living Services issued by the State of Connecticut Department of Public Health.

Attached is a copy of the contract between Tower One and the State of Connecticut Department of Economic and Community Development for provision of and payment for assisted living services. In addition, please see the attached letter from the Department of Social Services, Money Follows the Persons Demonstration Office indicating their commitment to work with HUD and Tower One to provide payment for assisted living services.



# STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

June 10, 2008

Dorothy Giannini-Meyers  
Tower One/Tower East  
18 Tower Lane  
New Haven, Ct 06519

RE: Tower One MRC

Dear Ms. Giannini-Meyers:

This office issues a license to Utopia Assisted Living Service Agency. This license is valid through June 30, 2008, when they will have to submit renewal application materials for an updated license.

Utopia Assisted Living Service Agency provides services to the Managed Residential Community (MRC) known as Tower One. MRC's are not a licensable entity.


Tower One is registered with this office as an MRC. In order to be an MRC, an entity must receive services from a licensed Assisted Living Service Agency.

Tower One MRC registered with this office in July 1996. The registration does not expire.

I am enclosing a copy of the Utopia Assisted Living Service Agency License.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Rose McLellan  
License and Applications Supervisor  
Facilities Licensing & Investigation Section



Phone: (860) 509-7444  
Telephone Device for the Deaf (860) 509-7191  
410 Capitol Avenue - MS # 12HSR  
P.O. Box 340308 Hartford, CT 06134  
An Equal Opportunity Employer

ASSISTED LIVING SERVICES AGREEMENT  
BETWEEN

Utopia Assisted Living Services Inc.  
(Assisted Living Service Provider)

AND

New Haven Jewish Community Council Housing Corp., Inc.  
a/k/a Tower One  
(HUD Section 202 Elderly Housing Development)

This Agreement is made this March 9, 2001 by and between Utopia Assisted Living Services Inc. (the "Agency") a licensed assisted living services provider having a usual place of business at 665 Foxon Rd., East Haven CT 06512 providing assisted living services, and New Haven Jewish Community Council Housing Corp., Inc. a/k/a Tower One (the "Facility") a non-profit corporation having a principal place of business at 18 Tower Lane, New Haven, CT 06519.

WHEREAS, the State of Connecticut Legislature has designated the Facility as the site of a demonstration program pursuant to P.A. 00-2, to extend certain assisted living services to eligible residents at the Facility;

WHEREAS, the Agency is a licensed assisted living services agency that is capable of providing and wishes to provide such services; and

WHEREAS, Facility and the Agency acknowledge that their mutual goal is to ensure the provision of services to eligible residents of the Facility that promote independence and prevent premature or unnecessary institutionalization, all in a safe environment and in an efficient and economical manner.

NOW THEREFORE, in consideration of the mutual agreements and the obligations set forth herein, the parties agree as follows:

**1. General Obligations: Residents' Rights:**

1. The Agency shall provide assisted living services to residents of the Facility whose needs may be met by the Agency and who request and are eligible for such services under the provisions of the demonstration program (Demonstration), as administered by the State of Connecticut Department of Economic and Community Development or under the Connecticut Home Care Program for Elders (CHCPE), as administered by the State of Connecticut Department of Social Services. "Assisted Living Services" include nursing services and assistance with activities of daily living as set forth in 19-13-105 of the Regulations of Connecticut State Agencies (hereinafter, "Public Health Code")
2. Residents of the Facility will be informed by Owner of the availability of assisted living services provided by the Agency under the provisions of either the Demonstration or the CHCPE.
3. Residents partaking of Agency services as participants in the Demonstration or CHCPE agree to have all care services of the program provided by and through the Agency, (See Attachment #1: Services); except that should nursing or home care services be required or requested beyond the care services, the residents must be informed of their right to have such services provided by any other assisted living service, or home health care agency or licensed or certified health care agency or licensed or health care professionals or companions.
4. Further, nothing in this Agreement preempts the existing right of those residents not

participating in the Demonstration to independently contract with a provider of any of the forenamed services.

**II. Provision of Assisted Living Services:**

1. Facility agrees to take all actions necessary to establish and maintain its status as a HUD Section 202 elderly housing facility and to maintain the facility in a safe manner and in compliance with the Connecticut Fire Safety Code and all local building codes and ordinances.
2. The Agency agrees to furnish all personnel necessary to ensure the provision of adequate and responsible assisted living services by the Agency. Personnel provided by the Agency shall meet the requirements of the Public Health Code of the State of Connecticut and, at a minimum, shall include a Registered Nurse on duty at the community with a schedule of hours mutually agreed upon between the Agency and the Facility, a Registered Nurse on call at all other times, and assisted living aides scheduled to work sufficient to meet the needs of the clients at all times based on the clients' service programs.
3. The Agency will provide services as a licensed assisted living services agency in full compliance with all applicable federal, state, and local laws in accordance with generally accepted standards of practice.
4. The Agency acknowledges that the number of residents within the demonstration program, and the particular services required by these residents, will vary over time. The Agency agrees to provide staff in numbers, qualifications, training and experience adequate to meet the needs of these residents.
5. The Agency and Facility each will notify the other within 48 hours of any complaint by any resident regarding the provision of assisted living services by the Agency. The Agency shall investigate and respond to any such complaint immediately and, subject to the provisions of Section S. Paragraph 6, shall have ten (10) business days to correct any such complaint to the satisfaction of Facility. Patient specific information will be discussed only with the Facility and only with a signed release of information by the client.
6. Designated staff of the Agency and Facility shall meet weekly at case conferences to discuss the status of residents receiving assisted living services. Specific patient information will only be discussed with the signed release of information by client.
7. Upon the request of Facility, the Agency will conduct assessments of applicants and residents to determine the applicant's or resident's level of independent functioning, the need (if any) for assisted living services and the nature and extent of the services required.
8. Facility and the Agency both shall obtain appropriate consent to disclosure of clinical and billing records by the Agency to the Facility from each applicant for whom an assessment is requested and each resident for whom an assessment is requested or who receives assisted living services.
9. If there is disagreement between the Agency and the Facility as the nature or scope of services required, designated staff of Agency and Facility shall meet and utilize their best efforts to resolve the issues. If a resident refuses to make arrangements for supplemental services considered essential for the resident's safety by the Agency, the Agency shall promptly bring

the situation to the attention of Facility, in any such instance, the Facility shall review the situation against the admission and discharge criteria of the facility. The Agency may discharge the resident from ALSA services if the resident no longer meets criteria for ALSA services.

- ★ 10. The Agency shall maintain a written contract with one or more licensed home health care agencies which ensures the provision of home health care services for those clients of the Agency who are eligible for these services.
11. If a Resident's condition is no longer chronic and stable, it shall be the responsibility of the Agency to furnish timely notice of such referrals to the Facility so that alternative care planning and/or transition of resident can take place.

### III. **Provision of Core Services:**

1. Facility shall continue to provide or arrange to make available as core services the following core services provided as part of the Managed Residential Community requirements on a regular and continuous basis to all residents participants who choose to use them; (a) regularly scheduled meal service for three meals per day; (b) provision of laundry facilities; (c) regularly scheduled transportation for personal shopping, social and recreation events, health care appointments, and similar needs; (d) regularly scheduled housekeeping service including chore services for routine domestic tasks that the tenant is unable to perform; (e) maintenance service for residents' living units; (f) a program of social and recreational opportunities; (g) an emergency response system; and (h) 24 hour duty staffing.
2. Facility shall assign to its Resident Services Manager responsibilities as On-Site Coordinator to oversee the provision of core services to participants in the Demonstration or CHCPE. In addition to the Resident Service Manager, a designated Senior Resident Services Coordinator will be contact/referral person for questions relating to core services.
3. The Agency will have full responsibility for providing additional core services required as part of the care plan.

### IV. **Employees/Independent Contractors:**

1. The Agency shall ensure that all of its employees, and all persons engaged by it as independent contractor to provide assisted living services to residents of the Facility, are duly licensed or certified in accordance with applicable law. (See Attachment #2 Tower One/Tower East Vendor Rules)
2. Records evidencing licensure or certification shall be made available to the Facility upon request.
3. The Agency shall require its employees and independent contractors to provide professional assisted living services in accordance with the rules of the Agency, the rules of the Facility and applicable standards of care. The Facility shall bring to the attention of the Agency any instance of any Agency employee or independent contractor who fails to meet the standards for resident service that the Facility expects of its own employees. Such situations will be resolved by the Facility and the Agency in a case-by-case basis.

4. The Agency shall be exclusively responsive for the payment of all wages, salaries, or other compensations, taxes, withholding payment, and associated penalties or fees, fringe benefits, professional liability insurance premiums, contributions to pensions or other deferred compensation plans, Social Security workers' compensation, unemployment compensation, licensing fees and all other usual and customary obligations of an employer with respect to its employees and, as applicable, its independent contractor and the filing of all necessary forms, documents, and returns pertaining to the foregoing. The Agency shall hold harmless the Facility against any and all claims that the Facility is responsible for payment of or documentation connected with any such obligation.
5. It is mutually understood and agreed that the Agency is at all times acting as an independent contractor providing assisted living services as set forth in this Agreement. The Facility shall not have or exercise any control or direction over the methods by which the Agency or employees under its control perform their duties.

**V. Records and Records:**

1. The Agency shall maintain usual and customary clinical, billing, and other records regarding services rendered to residents of the Facility. Subject to the consent of the resident, these records shall be made available upon request to the Facility. All clinical, billing, and other records regarding services provided by the Agency shall be the sole property and responsibility of the Agency.
2. Subject to the consent of the resident, the Agency shall provide the Facility with monthly information regarding the residents receiving assisted living services and the residents referred by the Agency to a licensed home health agency or other health care provider. This information shall include the number of clients served and the types of services provided and shall be furnished in a form acceptable to the Facility by the 10th day of each month with respect to services rendered by the Agency during the previous month.

**VI. Office and Common Space:**

1. The Facility shall provide the Agency with adequate rental office space for the following:  
(a) client and family conferences; (b) pre and post-visit activities; (c) staff meetings; (d) storage and maintenance of equipment and supplies necessary to provide client services; and (e) secure storage of client administrative and financial records.
2. The Agency shall have access to common spaces such as lounges and community or other meeting rooms for the presentation of health education and other programs, including programs open to the public, by arrangement with and subject to the prior approval of the Facility.



**VII. Charges: Billing and Payment**

1. Charges to the Facility for assisted living services under the Demonstration shall be itemized consistent with billing requirement under the CHCPE and DECD Programs.
2. Funding and availability of Assisted Living Services for both DSS/CHCP and DECD Programs will be contingent on availability and appropriation of funds from the State of Connecticut.
3. No additional charges beyond the approved rates may be billed, either to the tenant or the Facility.

**VIII. Insurance**

1. The Agency shall at all times maintain liability insurance of not less than \$1,000,000. A current Certificate of Insurance shall be provided to the Facility upon execution of this agreement.
2. The Facility shall at all times maintain liability insurance of not less than \$1,000,000. A current Certificate of Insurance shall be provided to the Agency upon request.

**IX. Indemnification**

1. The Agency shall indemnify the Facility against any claim of damage or loss sustained by reason of the dishonesty, negligence, malfeasance, misfeasance, misconduct or incompetence of any employee or contractor of the Agency in connection with the performance of its obligations pursuant to this Agreement, or by reason of the failure of the Facility to perform any of its obligations pursuant to this Agreement.
2. Facility shall indemnify the Agency against any claim of damage or loss sustained by reason of the dishonesty, negligence, malfeasance, misfeasance, misconduct or incompetence of any employee or contractor of the Facility in connection with the performance of its obligations pursuant to this Agreement, or by reason of the failure of the Agency to perform any of its obligations pursuant to this Agreement.

**X. Term of Agreement: Termination**

1. This Agreement shall remain in effect for a term of one year from the date of execution and ; shall be automatically renewed for successive one year terms unless either party serves written notice on the other of non-renewal at least sixty days prior to the renewal date, or unless earlier terminated pursuant to any other provision of this section.
2. This Agreement may be terminated by either party at any time upon sixty days written notice to the other party.
3. This Agreement may be terminated by the Facility on one week written notice to the Agency upon occurrence of any of the following events: (a) failure by the Agency or its agents or employees to provide adequate care to any resident, when such failure poses a

serious threat to the health or safety of any resident as determined by the Facility in its sole discretion; (b) failure by the Agency to maintain, or termination or revocation of its license as an assisted living services agency; (c) violations of the Public Health Code of the State of Connecticut that materially impair its ability of the Agency to provide adequate care to residents of Community, as determined by the Facility in its sole discretion. The Agency will make its licensure and survey records available to the Facility upon request. The Facility shall notify the Agency of its specific concern and the Agency shall have seventy-two hours to respond to and correct any problem, such correction to be to the satisfaction of Facility in the sole discretion.

4. This Agreement may be terminated by the Agency on one week written notice upon failure by the Facility to (a) maintain Community's status as a HUD Section 202 elderly housing facility; or (b) make the core services listed in Section III, Paragraph 1 of this Agreement, available to residents on a regular and continuous basis.

## **XI.**

### **Other**

1. Nothing contained in this Agreement shall constitute or be construed as constituting a partnership or joint venture between the Facility and the Agency.
2. The Facility shall not be liable for any existing or future liability obligations or debts of the Agency, nor shall the Agency be liable for any existing or future liabilities, obligations or debts of the Facility.
3. This Agreement may not be assigned or transferred by either party except with the prior written approval of the other party.
4. This Agreement constitutes the whole and entire Agreement between the parties and may not be modified or amended except in writing signed by both parties.
5. If any provision of this Agreement should be declared invalid or unenforceable by any court of competent jurisdiction, or rendered invalid by any change in applicable law, the remainder of the Agreement shall remain in full force and effect.
6. If either party at any time elects not to require compliance with a particular term of this Agreement, this election shall not be construed as a waiver of the party's right to require compliance with that or any other provision of this Agreement at any future time.
7. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.
8. Nondiscrimination Pursuant to the provisions of Section 4a-60a of the Connecticut General Statutes, (1) The Agency agrees and warrants that in the performance of the Agreement such Agency will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, any manner prohibited by the laws of the United States or of the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; (2) the Agency agrees to comply with each provision of this section and sections

46a-68f of the General Statutes and with each regulations or relevant order issued by said commission pursuant to Section 46a-56, 46a-68e and 46a-68f of the general statutes; (3) the Agency agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Agency as relate to the provisions of this section and section 46a-56 of the general statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date set forth above.

The Agency:

By \_\_\_\_\_

Name: David Martinez

Title : Vice President

The Facility

By \_\_\_\_\_

Name: Alan Judelson

Title : Chair of the board of directors

## **Attachment #1**

### **Services**

**Utopia Assisted Living Services Inc.**

#### **Assisted Living Services**

##### **Level One:**

Occasional Personal Services 1 to 3.75 hours per week

##### **Level Two:**

Limited Personal Services 4 to 8.75 hours per week

##### **Level Three:**

Moderate Personal Services 9 to 14.75 hours per week

##### **Level Four:**

Extensive Personal Services 15 to 25 hours per week

#### **Assisted Living Services including, but not limited to:**

- **Personal care (bathing, dressing, etc.)**
- **Medication reminders**
- **Assistance with ambulating**
- **Assistance with transferring**
- **Assistance preparing for bed**
- **Assistance with toileting**
- **Assistance with incontinence**
- **Wandering prevention and redirection**
- **Assistance getting out of bed in the morning**
- **Meal preparation**
- **Other types of assistance as needed and/or as indicated or required by Connecticut Assisted Living Regulations.**

## **Attachment #2**

### **Vendor Rules**

#### **New Haven Jewish Community Council Housing Corp., A/K/A Tower One**

- All areas must be kept clean and safe at all times and left in a clean and safe condition when work is done.
- Zero tolerance for sexual harassment and drug use
- Parking only in designated areas, violators will be towed at owner's expense.
- This is a residential facility. All residents and staff must be treated with respect. Report any problems to the Facilities Director.
- No swearing or offensive language will be tolerated.
- No food may be brought into the dining room this is a Kosher area.
- No smoking in any part of the building. Smoking permitted in designated outside areas. All smoking materials must be placed in receptacles.
- All workers must sign-in and out at guard station
- Use of other doors must be arranged by security.
- Use of coffee shop and convenience store is permitted. Food or drink may not be consumed in the common areas including dining room.
- Contractors are responsible for locking all doors.
- No propping doors in the open position.
- Unless performing work in these areas, Tower East Meeting Room, Chapel & Common Area, they are off limits.
- Unattended work areas must be left in safe condition. I.e. (Electrical panels re-installed, etc.)
- Tower One/Tower East is not responsible for your equipment.
- Elevator rules (?)
- Wear appropriate I.D. badge or uniform while working
- Prior meeting must be held to review safety & health risk concerns

**STATE OF CONNECTICUT**  
**Department of Public Health**  
**LICENSE**

**License No. AL-0028**

**Assisted Living Services Agency**

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Utopia Assisted Living Services, Inc. of East Haven, CT, d/b/a Utopia Assisted Living Services, Inc. is hereby licensed to maintain and operate an Assisted Living Services Agency.

**Utopia Assisted Living Services, Inc.** is located at 444 Foxon Road, East Haven, CT 06512, and may provide services to clients residing at:

Tower One/Tower East, (MRC) 18 Tower Lane, New Haven, CT  
Komanetsky Estates, (MRC) 81 Grove Avenue, Bristol, CT  
Mount Carmel, (MRC) 33 Woodruff Street, Hamden, CT  
Bacon Congregate, (MRC) 43 Morris Street, Hartford, CT  
Ludlow Commons, (MRC) 11 Roger Square, East Norwalk, CT  
Silverbrook Estates, (MRC) 100 Red Cedar Road, Orange, CT  
Prospect Ridge, (MRC) 51 Prospect Ridge Road, Ridgefield, CT  
Juniper Hill Village, (MRC) One Silo Drive, Storrs, CT  
The Marvin, (MRC) 60 Gregory Boulevard, Norwalk, CT  
Herbert T. Clark House, (MRC) 45 Canione Road, Glastonbury, CT  
Immanuel House, (MRC) 15 Woodland Street, Hartford, CT  
Herbert T. Clark Demo, (MRC) 43 Canione Road, Glastonbury, CT  
Virginia Connolly Residence, (MRC) 1600 Hopmeadow Street, Simsbury, CT  
Village Gate of Farmington, (MRC) 88 Scott Swamp Road, Farmington, CT  
Smithfield Gardens, (MRC) 32 Smith Street, Seymour, CT

This license expires **June 30, 2008** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2006.

License revised to reflect:

\*10-29-07 removed (1) MRC eff: 8-8-07\*;



J. Robert Galvin, M.D., M.P.H.,  
Commissioner



Joan McDonald  
Commissioner



State of Connecticut  
Department of Economic and  
Community Development

June 9, 2008

Ms. Dorothy Giannini-Meyers, President  
New Haven Jewish Federation  
Tower One/Tower East  
18 Tower Lane  
New Haven, CT 06519

Dear Ms. Giannini-Meyers:

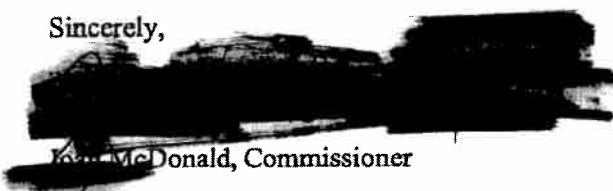
RE: Assisted Living in Federal Facilities (ALFF); Letter of Support

This letter is intended to indicate this Department's support for your organization's efforts to apply to the U.S. Department of Housing and Urban Development for Assisted Living Conversion funds. Please use this letter as an indication of our support for this application.

In accordance with the provisions of Section 8-206e of the Connecticut General Statutes, the Department of Economic and Community Development, in concert with the Department of Social Services (DSS) and the Office of Policy and Management, has provided a grant for the period July 1, 2008 through June 30, 2009 to subsidize the cost of providing assisted living services to eligible residents of Tower One/Tower East through the state-funded Assisted Living in Federal Facilities (ALFF) program. In addition, this award has provided your organization with access to the Department of Social Services' Connecticut Home Care Program for Elders (CHCPE), which allows for the reimbursement of the cost of assisted living services to residents otherwise eligible under that program. Pending final budgetary action by the State Legislature, it is this Department's intention to continue to fund this activity for the fiscal year to follow.

DECD is pleased that you and your organization are interested in providing services for the growing needs of the State's aging citizens.

Sincerely,



Joan McDonald, Commissioner

MCS



State of Connecticut  
Department of Economic and  
Community Development

August 17, 2007

Ms. Dorothy Giannini-Meyers  
President  
New Haven Jewish Federation  
Tower One/Tower East  
18 Tower Lane  
New Haven, CT 06519

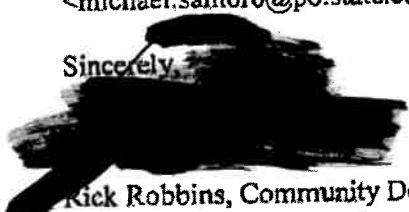
Dear Ms. Giannini-Meyers:

**Re: Assisted Living in Federal Facilities (ALFF)**

Enclosed for your records are fully executed copies of the revised Exhibit A, the Cost Estimate for the Assisted Living Facilities (ALFF). This award made to the New Haven Jewish Federation Housing Corporation will cover the fiscal year July 1, 2007 through June 30, 2008. Please keep this document on file with your Master Assistance Agreement.

If you have any questions, please contact Michael Santoro at (860)270-8171 or by email at <michael.santoro@po.state.ct.us>.

Sincerely,

  
Rick Robbins, Community Development Administrator  
Compliance Office and Planning/Program Sur- rt

Enclosures

cc: Kathy Bruni, DSS



ALFF-100  
Rev. 1/01

EXHIBIT A

RECEIVED

Contract No. 2001 093 008 035 0001H 2007 AUG 17 AM 11:05

ASSISTED LIVING IN FEDERAL FACILITIES COST ESTIMATE

Budget Period: July 1, 2007 to June 30, 2008

Project Name: Tower One/Tower East  
Project #: 2001 093 008

Sponsor Name: New Haven Jewish Community Council Housing Corporation

Sponsor Address: Tower One/Tower East, 18 Tower Lane, New Haven, CT 06519

Number of Units 60 Number of Tenants 60

In accordance with Public Act 00-2 of the June, 2000 Special Session of the Connecticut General Assembly, under the program known as Assisted Living in Federal Facilities (ALFF), the New Haven Jewish Community Council Housing Corporation (Sponsor/Owner) submits for the approval of the Commissioner of the Department of Economic and Community Development this cost estimate containing a schedule of assisted living service charges to be provided to tenants, as specially set forth on page 2.

The New Haven Jewish Community Council Housing Corporation (Sponsor/Owner) herewith submits this proposed cost estimate to the Commissioner and agrees that upon approval of this document it shall become part of Contract # 2001 093 008 035 0001 between the New Haven Jewish Community Council Housing Corporation (Sponsor/Owner) and the State of Connecticut.

The New Haven Jewish Community Council Housing Corporation (Sponsor/Owner) stipulates that it will administer the program within the amounts set forth in this cost estimate as set forth herein.

Signed: \_\_\_\_\_

Duly Authorized

Date: August 17, 2007

Dorethy G. Gennaro, Mayor

New Haven Jewish Community Council Housing Corporation (Sponsor/Owner)

Reviewed &  
Recommended:

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Signed: \_\_\_\_\_

Supervisor

Date: 8/17/07

Approved: \_\_\_\_\_

Community Development Administrator for the Commissioner

Date: 8-17-7

Effective Date: July 1, 2007

ALFF-100  
Rev. 1/01

EXHIBIT A

RECEIVED

Contract No. 2001 093 008 035 0001H 2007 AUG 17 AM 11:05

ASSISTED LIVING IN FEDERAL FACILITIES COST ESTIMATE

Budget Period: July 1, 2007 to June 30, 2008

Project Name: Tower One/Tower East  
Project #: 2001 093 008

Sponsor Name: New Haven Jewish Community Council Housing Corporation

Sponsor Address: Tower One/Tower East, 18 Tower Lane, New Haven, CT 06519

Number of Units 60 Number of Tenants 60

In accordance with Public Act 00-2 of the June, 2000 Special Session of the Connecticut General Assembly, under the program known as Assisted Living in Federal Facilities (ALFF), the New Haven Jewish Community Council Housing Corporation (Sponsor/Owner) submits for the approval of the Commissioner of the Department of Economic and Community Development this cost estimate containing a schedule of assisted living service charges to be provided to tenants, as specially set forth on page 2.

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The New Haven Jewish Community Council Housing Corporation (Sponsor/Owner) stipulates that it will administer the program within the amounts set forth in this cost estimate as set forth herein.

Signed: \_\_\_\_\_

Duly Authorized

*Dorothy Gannino, Mayor*

Date: \_\_\_\_\_

*August 2, 2007*

New Haven Jewish Community Council Housing Corporation (Sponsor/Owner)

Reviewed & Recommended: DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Signed: \_\_\_\_\_

Supervisor

Date: \_\_\_\_\_

*8/17/07*

Approved: \_\_\_\_\_

Community Development Administrator for the Commissioner

Date: \_\_\_\_\_

*8-17-07*

Effective Date: July 1, 2007

ALFF-100, Page 2  
 Rev. 1/01

**COST ESTIMATE**  
**ASSISTED LIVING IN FEDERAL FACILITIES (ALFF)**  
**Contract No. 2001 093 003 035 0001 H**

9004	Assisted Living Services, per estimates below	<u>\$384,000</u>
9005	Initial Assessment for Eligibility	<u>\$3,000</u>
<b>TOTAL ASSISTED LIVING SERVICES</b>		<b><u>\$387,000</u></b>

**ASSISTED LIVING SERVICES RATES:**

<b>Level One</b>	<b>Occasional Personal Services 1 to 3.75 hrs per week</b>	27.33 831.29	Daily Monthly
<b>Level Two</b>	<b>Limited Personal Services 4 to 8.75 hrs per week</b>	42.27 1,285.71	Daily Monthly
<b>Level Three</b>	<b>Moderate Personal Services 9 to 14.75 hrs per week</b>	57.79 1,757.78	Daily Monthly
<b>Level Four</b>	<b>Extensive Personal Services 15 to 25 hrs per week</b>	73.19 2,226.20	Daily Monthly

Note: Monthly rate includes personal services and nurse supervision, including all payroll taxes, fringe benefits and all administrative costs. In addition, services beyond the level provided under the core services are included, example: additional housekeeping, laundry or preparation of meals.

**Projected requirement for Assisted Living Services:**

Total Tenant Population	<u>193</u>
Estimated Number Eligible for ALSA	<u>100</u>
Estimated Number Eligible for DECD Program	<u>60</u>

<u>Level</u>	<u>No. of Tenants</u>	<u>Monthly Rate</u>	<u>Annual</u>
Level One	40	\$500	\$240,000
Level Two	20	\$500	\$120,000
Level Three	2	\$500	\$12,000
Level Four	2	\$500	\$12,000
<b>Total DECD Tenants</b>	<b>64</b>	<b>TOTAL DECD ALSA</b>	<b><u>\$384,000</u></b>

**Calculation of Maximum Allowable DECD Subsidy:**

No. Tenants	64	Maximum Per Month	\$500	\$384,000
No. Tenants	15	Assessment (Turnover)	\$200	\$3,000
<b>Total Maximum Award</b>				<b><u>\$387,000</u></b>



# STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

25 SIGOURNEY STREET • HARTFORD, CONNECTICUT 06106-5033

June 16, 2008

Ms. Dorothy Giannini-Meyers  
Tower One  
18 Tower Lane  
New Haven, CT 06519

Dear Ms. Giannini-Meyers:

The Department of Social Services, Money Follows the Persons Demonstration Office (MFP) is in receipt of the Tower One HUD Assisted Living Conversion Program (ALCP) Application. The application describes Tower One's plan to convert 18 of their 196 units to accessible assisted living units. MFP fully supports this proposal.

Increasing the number of assisted living units in the State is a key component of the MFP housing strategy. This strategy was detailed in the MFP Operational Protocol recently submitted to The Centers for Medicare and Medicaid Services. Successful implementation of this strategy is critical if Connecticut is to rebalance its long term care system. The increase in the number of assisted living units, more specifically ALCP conversions, provides expanded opportunities for persons living in subsidized housing to 'age in place' with access to needed services. In addition, the increase provides expanded housing options for persons currently living in nursing homes who would like to live in a less restrictive environment.

If awarded, MFP will form a strategic partnership with Tower One's ALCP project. While Tower One could provide a needed housing option to persons transitioning from nursing homes under MFP, MFP could provide the needed service dollars. Persons choosing Tower One as their housing of choice under MFP would be eligible for up to \$75 per day in assisted living services based on their individual level of need. Assisted living services offered include personal care, homemaker, chore, companion, medication oversight, periodic nursing evaluation, transportation as specified in the care plan, therapeutic social and recreational programming, and 24 hour on-site response staff. This project provides an excellent opportunity to coordinate Federal dollars directed towards housing with home and community based service dollars. While MFP partnership at a local level would be with Tower One, at a State level this proposal represents a partnership between HUD and MFP.

Lack of affordable, accessible housing is a key barrier to successful rebalancing efforts in the State of Connecticut. The Tower One proposal represents an important step towards addressing the housing barrier. If funded, up to 18 persons who are currently institutionalized would have the choice to live in the community.

Connecticut's Department of Social Services' MFP office fully supports the Tower One proposal and looks forward to a successful partnership with both HUD and Tower One.

Sincerely,



David Parrella

Director, Medical Care Administration

DP:dl:s

c: Suzanne Piacentini, Director, Multifamily Program Center  
Dawn Lambert, Project Director, Money Follows the Person Rebalancing Demonstration



## Assisted Living Conversion Program Supportive Services Budget

### Revenue

<b><u>MEALS SERVICES REVENUE</u></b>	
Resident Contribution (Private Payments)	\$ 58,752.00
Federal Grant	\$
State Program	\$
Private Grant Donations	\$
<b>Total Revenue - Meals</b>	<b>\$ 58,752.00</b>
<b><u>HOUSEKEEPING AND PERSONAL CARE SERVICES REVENUE</u></b>	
Resident Contribution (Private Payments)	\$ 120,000.00
State Program - DECD	\$ 126,560.10
ALSA - DSS	\$ 140,933.80
Private Grants/Donations	\$ -
<b>Total Revenue - Housing and Personal Care Services</b>	<b>\$ 387,493.90</b>
<b>TOTAL: ASSISTED LIVING SERVICES REVENUE</b>	<b>\$ 446,245.90</b>

### Expenses

<b><u>MEALS EXPENSES</u></b>	
Total Food Cost (raw food and labor)	\$ 58,752.00
<b>Total Expenses - Meals</b>	<b>\$ 58,752.00</b>
<b><u>HOUSEKEEPING AND PERSONAL CARE SERVICES EXPENSES</u></b>	
Salaries & Benefits	\$ 359,950.00
Monitoring/Alarm Systems (Life line)	\$
<b>Total Expenses - Housekeeping and Personal Care Services</b>	<b>\$ 359,950.00</b>
<b><u>MISCELLANEOUS SERVICES EXPENSES</u></b>	
Supplies	\$ 10,000.00
Transportation	\$ 5,000.00
Activities	\$ 10,000.00
<b>Total Expenses - Miscellaneous Services</b>	<b>\$ 25,000.00</b>
<b>TOTAL: ASSISTED LIVING SERVICES EXPENSES</b>	<b>\$ 443,702.00</b>

## EXHIBIT 9

### Supportive Services Plan

- (c) *A description of how the operation of your ALF will work, including:*
- (1) *General operating procedures;*
  - (2) *ALF philosophy and how it will promote the autonomy and independence of the frail elderly and persons with disabilities;*
  - (3) *what the service coordination function will do and the extent to which it is existing, augmented or new;*
  - (4) *ALF staff training plans;*
  - (5) *the degree to which and how the ALF will relate to the day-to-day operations of the rest of the project.*

#### (i) *General Operating Procedures*

Assisted living at Tower One operates under the auspices of the mission statement and philosophy of Tower One and the Assisted Living regulations promulgated by the State of Connecticut.

Tower One does, and will continue to fulfill the requirements of the Managed Residential Community, (MRC), which means that through the Service Coordinator Team Tower One will provide or make available the following core services:

#### **Service Coordination**

The role and responsibilities of the service coordinator is determined by the HUD service coordinator guidelines and the State of Connecticut's Assisted Living Regulations which requires that an MRC have a service coordinator on site. Tower One has service coordinators on-site seven days a week. The Service Coordinator, as well as all Tower One employees, service providers and vendors are required to uphold and maintain the Tower One Mission Statement. The Service Coordinator job description is attached.

#### **Meals**

Tower One has 3 meals a day available on-site. All residents participate in the evening dinner program. Breakfast and lunch is available in the café' or in

residents' own apartment. Assisted Living aides prepare breakfast and lunch for residents unable to do so themselves.

### **Chore and Housing Keeping Services**

Tower One provides regularly scheduled housekeeping services, including laundry service, and chore services for routine domestic tasks that a resident is unable to perform.

### **Transportation**

Tower One arranges scheduled transportation service for personal shopping, social and recreational events, and health care appointments.

### **Dementia Care**

Residents with early stages of dementia are supervised and assisted at meal times by assisted living aides.

### **Emergency Response**

Tower One provides the following emergency response systems:

- 24 hour a day on-site security staff and certified nurse aides to respond to emergency needs.
- Emergency pull cords are currently installed in all bedrooms and bathrooms.

### **Security Staff**

Security staff and certified nurse aides assist residents with unscheduled needs from 4pm to 8am every day when service coordinators are not on site.

### **(ii) ALF Philosophy Statement**

The philosophy of the ALF is consistent with the Towers Mission Statement.

#### **Our Mission**

The mission of Tower One is to provide older persons of varying means with high quality living arrangements and services based upon Jewish values and traditions.

#### **Our Credo**

Treating every person with Dignity and Respect

Empowering Independence with Compassion

Assisting through Listening & Communication

Maintaining a Safe and Secure home for our residents.

We make a difference....Together

Attached please find the Utopia Assisted Living Services Agency mission statement and operating procedures.

*(iii) Service Coordination*

The Service Coordinator does the following to provide service coordination for assisted living residents:

- ◆ Act as advocate and support system for residents
- ◆ Ensures that the all services required by Connecticut Assisted Living Regulations are provided or made available to all residents
- ◆ Assists residents in making arrangements to meet their personal needs
- ◆ Provides a link and facilitates communication between residents, their families, service providers and others as required
- ◆ Establishes and maintains collaborative relations with provider agencies, support services and community resources
- ◆ Coordinates service plans and providers for residents requiring that level of service
- ◆ Serves as an ongoing liaison with the assisted living service agency, including the assisted living service agencies' quality assurance committee
- ◆ Ensures that a resident information system is in place

*(iv) ALF staff training plans*

Current Service Coordinator Staff have Bachelor and Masters Degree Level Social Work or Nursing degrees with experience working with elderly persons or elderly service background and experience.

All staff receive orientation to Tower One and its operations and receive supervision to assure adherence to the operating philosophy of Tower One, the regulations of the State of Connecticut regarding assisted living, and HUD Service Coordinator requirements.

*(v) ALF relative to Day to Day Operations:*

The ALF is an integrated part of the daily operations of the 202 project, (Tower One). Tower One has long standing service delivery arrangements with community service providers. These service providers participate in regularly scheduled communication and meetings with Tower One service coordinator



staff to exchange information and provide the service coordinator with the services necessary to meet the care plan needs of residents.

The sections of Tower One proposed for rehabilitation in this proposal will provide the management, the resident service staff, and the service provider agencies with a physical environment better suited to the provision of assisted living services. Because Tower One was built 38 years ago the needs of residents at that time and the needs of today's residents are remarkably different. Until about a decade ago many residents were ambulatory without any assistive devices making the two elevators which were inadequate at that time for the size and height of the building somewhat tolerable. A large number of today's residents require assistive ambulation devices. The many canes, walkers, wheelchairs and electric scooters seriously reduce the number of people able to fit into the elevator cars. This results in long delays which more times than is acceptable affects the ability of emergency services personnel to reach a resident in distress.

Adding another elevator to the building will help to alleviate what has become a major safety concern.

Attached please find copies of both the Managed Residential Community designation letter and the Assisted Living Services Agency license issued by the State of Connecticut Department of Public Health.



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH

June 10, 2008

Dorothy Giannini-Meyers  
Tower One/Tower East  
18 Tower Lane  
New Haven, Ct 06519

RE: Tower One MRC

Dear Ms. Giannini-Meyers:

This office issues a license to Utopia Assisted Living Service Agency. This license is valid through June 30, 2008, when they will have to submit renewal application materials for an updated license.

Utopia Assisted Living Service Agency provides services to the Managed Residential Community (MRC) known as Tower One. MRC's are not a licensable entity.


Tower One is registered with this office as an MRC. In order to be an MRC, an entity must receive services from a licensed Assisted Living Service Agency.

Tower One MRC registered with this office in July 1996. The registration does not expire.

I am enclosing a copy of the Utopia Assisted Living Service Agency License.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Rose McLellan  
License and Applications Supervisor  
Facilities Licensing & Investigation Section



Phone: (860) 509-7444  
Telephone Device for the Deaf (860) 509-7191  
410 Capitol Avenue - MS # 12HSR  
P.O. Box 340308 Hartford, CT 06134  
An Equal Opportunity Employer

## MISSION STATEMENT

*Utopia is committed to providing its patients and their families with quality services that demonstrate compassion, professionalism and dedication to the highest standards. We pledge to honor the patients' rights at all times and to assist them in achieving as much independence as possible. We will treat them with dignity and care for them as we would wish to be cared for ourselves.*

**STATE OF CONNECTICUT**  
**Department of Public Health**

**LICENSE**

**License No. AL-0028**

**Assisted Living Services Agency**

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Utopia Assisted Living Services, Inc. of East Haven, CT, d/b/a Utopia Assisted Living Services, Inc. is hereby licensed to maintain and operate an Assisted Living Services Agency.

Utopia Assisted Living Services, Inc. is located at 444 Foxon Road, East Haven, CT 06512, and may provide services to clients residing at:

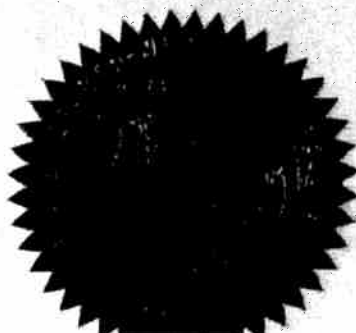
Tower One/Tower East, (MRC) 18 Tower Lane, New Haven, CT  
Komanetsky Estates, (MRC) 81 Grove Avenue, Bristol, CT  
Mount Carmel, (MRC) 33 Woodruff Street, Hamden, CT  
Bacon Congregate, (MRC) 43 Morris Street, Hartford, CT  
Ludlow Commons, (MRC) 11 Roger Square, East Norwalk, CT  
Silverbrook Estates, (MRC) 100 Red Cedar Road, Orange, CT  
Prospect Ridge, (MRC) 51 Prospect Ridge Road, Ridgefield, CT  
Juniper Hill Village, (MRC) One Silo Drive, Storrs, CT  
The Marvin, (MRC) 60 Gregory Boulevard, Norwalk, CT  
Herbert T. Clark House, (MRC) 45 Canione Road, Glastonbury, CT  
Immanuel House, (MRC) 15 Woodland Street, Hartford, CT  
Herbert T. Clark Demo, (MRC) 43 Canione Road, Glastonbury, CT  
Virginia Connolly Residence, (MRC) 1600 Hopmeadow Street, Simsbury, CT  
Village Gate of Farmington, (MRC) 88 Scott Swamp Road, Farmington, CT  
Smithfield Gardens, (MRC) 32 Smith Street, Seymour, CT

This license expires **June 30, 2008** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2006.

License revised to reflect:

\*10-29-07 removed (1) MRC eff: 8-8-07\*;



 **M.D., M.P.H.**

**J. Robert Galvin, M.D., M.P.H.,**  
Commissioner



***UTOPIA ASSISTED  
LIVING SERVICES  
INC.***

***(203) 466-3050***

Utopia Home Care is a family owned and operated nursing agency that has been providing home health care services on Long Island since 1983. We now have nine offices on Long Island, as well as offices in New York City, Connecticut and Florida. From the very beginning, it has been Utopia's intent to treat the clients we serve with compassion and dignity - like family.

We are a State licensed agency, and are proud to have been awarded, twice consecutively, Accreditation with Commendation by the Joint Commission - a national organization that accredits home health care agencies.

Utopia Assisted Living, Inc., our Connecticut licensed ALSA has been providing services since 1998 at Tower One/Tower East in New Haven, CT. Assisted Living allows "seniors" to age in place in the comfort of their home with respect and dignity. Assisted Living services promote independence and provide for supportive services (i.e.. bathing, dressing, medication reminders) as a helping hand to enable people to stay in their own home - the place that represents security and independence to us all.

All of our field staff are screened, trained, bonded, insured, State certified and supervised by a registered nurse. Criminal background checks are made on all field employees before they are permitted to work.

Our agencies are able to provide continuity of staff and care. Services are available 24 hours per day, 7 days a week. We are experienced in every level of care, whether for accident rehabilitation, post-hospital convalescence, short or long term illness, ALSA supportive care, or Live-in PCA assistance.

We have an excellent and extensive training program for certifying Home Health Aides and Personal Care Aides. Continuing education classes are provided throughout the year for all of our staff.

**Our services are provided at either a per visit rate or cost effective packages to best suit each individuals specific needs. A Registered Nurse will be available to assist you in assessing needs and ways to best service specific needs.**

**Utopia Home Care accepts most insurance and will bill the companies directly in most cases.**

**The philosophy of Utopia Assisted living is clearly expressed in our Mission Statement, which states:**

**The health care team of Utopia Assisted Living Services, Inc. is committed to providing quality, cost-effective client and family focused services. Care is centered toward the empowerment of people in attaining the highest level of independence within the home setting.**

**If you have need of our services, or just a question, please call our Central office. The telephone number is 466-3050. Ask for Susan Lutes or Sandy Duenkel. They will be most happy to speak with you.**

**Sincerely,**

**The Entire Staff of UTOPIA.**

## INTRODUCTION

Utopia Assisted Living Services, Inc. extends a warm greeting to each resident. We are the agency managing the Assisted Living program which provides assistance with daily living activities to residents who choose to have additional support services in their home.

### **Assisted Living Aides assist with:**

- Bathing
- Dressing
- Toileting
- Personal Care Activities
- Light Homemaking
- Medication Reminders
- Safety

A Utopia Registered Nurse will assess clients who wish to participate in the Assisted Living Program. Assessments are scheduled Monday through Friday. A Service Plan is developed as part of the admission process. The purpose of the Service Plan is to clearly outline the individual needs of the client to determine medication compliance, pre-pour medications if needed, and provide assistance with activities of daily living. The Plan is formulated with the client, family and Utopia Assisted Living Services. It will be reviewed on a regular basis or as needed.

When a client's needs are consistently outside the group program's parameters, we will meet with the client and/or family to provide recommendations.

As part of the Assisted Living Program, you may meet quarterly or if the need arises more often with the nurse to discuss concerns or changes in the plan.

Please contact the Utopia Assisted Living Services office with any questions or concerns regarding clinical issues or admission criteria at (203) 466-3050, FAX (203) 468-1994.



## You Should Know:

- DPH: Department Public Health – Responsible for licensing agencies in the State of Connecticut.
- MRC: Managed Residential Community – Responsible to provide or arrange to make available, core services on a regular and continual basis (Not licensed by DPH)
- ALSA: Assisted Living Services Agency – Utopia will be provider of ALSA services (Licensed by DPH) in association with the MRC.
- SALSA: Supervisor Assisted Living Service Agency – Registered nurse responsible to assess needs and supervise ongoing care of clients.
- ALA: Assisted Living Aide – Certified by the State of Connecticut to provide care and services to clients as designated by a licensed nurse.
- ADL: Activities of Daily Living – Specific tasks people must do on a daily basis i.e. bathing, dressing, preparing meals.
- IADL: Instrumental Activities of Daily Living – Specific tasks people must do on a regular basis to support living i.e. shopping, doctors' appt., housekeeping.

## **NURSING PRE-POUR OF MEDICATIONS**

**A licensed nurse will pre-pour medication as prescribed by a licensed Health Care Provider (once per week / twice monthly) into individual medication boxes and re-order medications from local pharmacy as needed. Medication effects / side-effects, contradictions and nursing interventions will be assessed at each visit.**

# UTOPIA ASSISTED LIVING, INC.

## POLICY AND PROCEDURE

### Employee Orientation

#### PURPOSE:

To establish and maintain consistent guidelines for orientation of employees to Utopia Assisted Living Services Policies and Procedures and assisted living regulations.

#### POLICY:

Every employee of Utopia Assisted Living Services will participate in an orientation program provided by Utopia Assisted Living Services before beginning job duties.

The program will include but not be limited to:

1. Review of Organizational Chart and chain of command.
2. Review of Philosophy and Mission Statement.
3. Review of Utopia Assisted Living Services Policy and Procedure Manual.
4. Review of Utopia Assisted Living Services Personnel Policies.
5. Review of applicable regulations governing the delivery of assisted living services.
6. A review of job duties and responsibilities.

The dates, content of orientation session(s), name and title of person providing the orientation shall be documented in the employee's personnel folder.

#### PROCEDURE:

This policy is designed as an overall detailed procedure to ensure all new employees have a well rounded understanding of Utopia, its philosophy, policies and the applicable state and federal regulations. This policy is broken down in to separate procedures based upon job responsibilities.

Assisted Living Aides go through an orientation of ten hours in duration.

1. They must pass a competency test with a score of equal or higher than 70 percent.

Less than 70 percent and they may retake the test in one week. The test must be passed in order to continue orientation.

2. They are required to provide current proof of competency (Skill testing). This includes the following appropriate and safe techniques in personal hygiene and grooming, all forms of bathing and shampoo, nail and skin care, oral hygiene, toileting & elimination. Also, safe transfer techniques and ambulation, normal range of motion and positioning. If at this point the aide is found to have unsatisfactory skills they are not to continue in the orientation process and are no longer a candidate for hiring.
3. After satisfactorily completing evaluation the aide then must be able to present either original or legible copies of the following:
  - a) Current physical which is less than one year old stating that the aide is in good health and free of communicable diseases.
  - b) Certificate stating that the aide is a certified Nurse's Aide from the state, a home health aide certificate, or a certificate from a program that meets the state and federal training guidelines for nurse's aide training.
  - c) Current Tuberculin (TB) test, less than a year old or a negative chest x-ray. If the aide does not have a current tuberculin test, the agency will arrange to have the test done and schedule a reading of the results. If this is done the employee can not be scheduled to see clients until the test has been read and the results found to be negative. If the results are positive the test results are followed up so that appropriate action can be taken. The aide with a positive TB test cannot be assigned to clients until a release signed by a physician or health practitioner with statutory authority is obtained.

If the individual can not furnish the above mentioned articles they will not continue with orientation. Once they have furnished the missing documentation they will be rescheduled to continue orientation. Hepatitis B Vaccine will be offered.

4. Client population needs and ways to work with the population served by the agency are discussed. Respect for the patient, his/her property is reviewed.
5. They are informed of the personnel policies of the agency and receive a copy of the agency handbook. They fill out the proper state and federal tax forms. They then review the job description and letter of acceptance and the applicant signs off. Copies of these items are available to the orients, if they desire them.
6. Basic infection control policies are reviewed.



7. The final and largest stage in the Aide orientation procedure involves the following information covered:
  - a) Observation, reporting and documenting client status-and the care services furnished.
  - b) Reading and recording temperature, pulse and respiration.
  - c) Assisting clients with activities of daily living such as ambulation, feeding, bathing, dressing, grooming, toileting, oral hygiene, transfers, exercise and supervision of self administration of medications.
  - d) Basic elements of body function and changes in body function that must be reported to an aide's supervisor.
  - e) Maintenance of a clean, safe and healthy environment.
  - f) Recognizing emergencies and knowledge of emergency procedures.
  - g) Adequate nutrition and fluid intake.
  - h) Documentation of care and work hours etc.

#### **Nursing Orientation:**

1. The nurse is interviewed by the Supervisor of Assisted Living Services (Supervisor). During this interview basic information is gathered about the prospective employee. The determination is made at this point whether or not the basic criteria has been met for the position available. A second interview may be required.
2. The introduction of the agency and it's philosophy of client care, client rights, organizational structure and confidentiality is covered.
3. The responsibilities of the position are reviewed in detail and the new employee reviews the job description with the supervisor.
4. Nursing policies, client care policies and procedures are reviewed with the new employee. Also, community resources available for use are reviewed.
5. The nurse's Tax forms, benefits, I-9 form, and employee handbook are reviewed. (This covers all personnel policies and procedures).
6. Documentation and record keeping requirements are explained by the supervisor. (paperwork is then reviewed after first visit(s) have been completed.)
7. State of Connecticut Licensure Regulations and Federal Regulations (eg: OSHA, FDA, etc.) are explained.
8. The new employee meets with other employees.

**UTOPIA ASSISTED LIVING SERVICES, INC.**  
**JOB DESCRIPTION**

**TITLE:** Registered Nurse

**REPORTS TO:** Supervisor of Assisted Living Services

**JOB SUMMARY:** The Registered Nurse is assigned the primary responsibility for the coordination the client's care in compliance with the Nurse Practice Act and within standards of clinical practice as defined by the American Nurses Association and the policies and procedures of the agency and all disciplines involved in that care. In addition, maintenance of all documentation pertinent to the client's service record is required. The nurse works under the direction and guidance of the Supervisor of Assisted Living Services. A registered nurse with the qualifications noted in this description may be designated in writing to act during any absence of the supervisor of assisted living services or may be designated as a nurse oncall.

**RESPONSIBILITIES:**

1. Accept clients assigned by the Supervisor of Assisted living Services and conferences with the same regarding Client/family needs, Service Plans and goals.
2. Provides client teaching, wellness counseling, health promotion and disease prevention.
3. Implements and coordinates services for the client including admission to service for those clients whose conditions are chronic and stable.
4. Develops the client service program and instructions for assisted aide services.
5. Performs ongoing assessments of client status, effectiveness of intervention, and ability to meet goals/outcomes as often as necessary, at least every one hundred and twenty (120) days.
6. Generates referrals to other professionals, facilities as needed including a referral to a licensed home health agency if the client's condition is no longer chronic and stable.
7. Coordinates services with the client/family and others involved in the client service program.
8. Obtains orders for any necessary changes to Service Plan including medications.
9. Provides client/family with necessary education/information.

10. Plans for clients who shall no longer receive or require the services of the assisted living agency.
11. Administers medication under the written order of a physician or health care practitioner with applicable statutory authority.
12. Pre-pours medication for clients who are able to self administer medications under the written order of a physician or health care practitioner with applicable statutory authority.
13. For clients who require only supervision of self administration, the nurse verifies the medication regimen with the physician or health care practitioner and documents the medication regime in the clients record.
14. Performs or provides for supervision, teaching and orientation of assisted Living Aides.
15. Participates in written performance evaluations, orientations, teaching, and supervision of nurses and other ancillary team members as directed by the Supervisor of Assisted Living Services.
16. Performs other duties as requested by supervisor.
17. Verifies verbal or written orders from the physician or health care practitioner with applicable statutory authority as needed and at least every hundred and twenty (120) days.
18. Maintains the clients service record according to agency policy.
19. Assumes responsibility to maintain and upgrade professional knowledge and skills through continuing education materials and programs.
20. Ensures availability of nursing service on a twenty four (24) hour basis, as needed.

#### **QUALIFICATIONS:**

Has at least 2 years full-time or equivalent clinical experience, one year of which shall be in a home health care agency or community health program that included care of the sick at home. In addition, should possess good organizational and decision making skills. Knowledge of related State, Medicare and OSHA regulations is desired.

#### **EDUCATION:**

Graduation from an accredited school of nursing.

**LICENSURE:**

Is a Registered Nurse licensed to practice in the State of Connecticut.

**OCCUPATIONAL EXPOSURE DETERMINATION:**

This agency has determined that this job has duties or responsibilities to perform tasks and procedures where occupational exposure occurs.

**PHYSICAL REQUIREMENTS:**

Physical agility with respective occurrence including but not limited to: walking, running, bending, stooping, climbing stairs and ladders, kneeling, crouching, crawling, balancing, reaching, standing, sitting and twisting and lifting greater than 50 pounds.

Visual/hearing ability sufficient to comprehend written and verbal communication. Able to verbalize so that the average person can comprehend.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**UTOPIA ASSISTED LIVING SERVICES, INC.**  
**JOB DESCRIPTION**

**TITLE:** Licensed Practical Nurse

**REPORTS TO:** Supervisor of Assisted Living Services

**JOB SUMMARY:** Provides skilled nursing care to clients as prescribed by the physician and under the supervision of a Registered Nurse ensuring quality, continuity, and safety for the client. Delivers care in compliance with the Nurse practice Act and within standards of clinical practice as defined by the American Nurses Association and the policies and procedures of the agency.

**FUNCTIONS:**

1. Provides care to clients through implementation of the service care plan written by a Registered Nurse.
2. Contributes to the formulation/revision of the service care plan under the direction and supervision of a registered nurse.
3. Administer or pre-pours medication and performs treatments and other aspects of the service plan as ordered. Ensures that the client or representative is aware of medication regime and able to make decisions regarding medication administration.
4. Assists other members of the health care team in performing specialized procedures, preparing equipment for treatments, and observing aseptic techniques.
5. Instructs clients with activities of daily living while promoting the highest level of independent functioning attainable.
6. Instructs client in self-care techniques, or other aspects of care as ordered by the physician or outlined in the nursing care plan.
7. Works with family members and other members of the health care team to meet emotional needs of the client and family members.
8. Maintains a safe environment for the client.
9. Observes the client for changes in condition and reports these changes to the appropriate physician and case manager.

10. Completes, maintains, and submits accurate and relevant clinical notes regarding the client's condition and all care and treatments given.
11. Adheres to all agency Policies and Procedures.
12. Accepts assignments and performs duties which are within the limits of preparation and experience. May supervise an assisted living aide as directed by the supervisor or designee if the aide is caring for a client assigned to LPN.
13. Fulfills the obligations of accepted case assignments.
14. Assumes responsibility to maintain and upgrade professional knowledge and skills through continuing education materials and programs.

**EDUCATION:**

1. Graduation from an accredited school of Practical/Vocational nursing.
2. At least two years of current experience working as a Licensed Practical Nurse. Home Care experience preferred.

**LICENSURE:**

Current licensure as a Licensed Practical Nurse by the State of Connecticut.

**OCCUPATIONAL EXPOSURE DETERMINATION:**

This agency has determined that this job has duties or responsibilities to perform tasks and procedures where occupational exposure occurs.

**PHYSICAL REQUIREMENTS:**

Physical agility with respective occurrence including but not limited to: walking, running, bending, stooping, climbing stairs and ladders, kneeling, crouching, crawling, balancing, reaching, standing, sitting and twisting and lifting greater than 50 pounds.

Visual/hearing ability sufficient to comprehend written and verbal communication. Able to verbalize so that the average person can comprehend.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

UTOPIA ASSISTED LIVING SERVICES, INC.  
CONNECTICUT

JOB DESCRIPTION

TITLE: Lead ALSA Staff Aide

DEPARTMENT: Assisted Living Aide

REPORTS TO: ALSA Supervisor

SUPERVISES: N/A

JOB DESCRIPTION:

Lead ALSA Staff Aide has dual responsibilities. This person is responsible for reporting to the office daily to ensure ALSA cases and lead ALSA staff in providing care to all ALSA clients. He/she is expected to fill in on cases wherever the need arises and work in the office when not otherwise assigned.

DUTIES & RESPONSIBILITIES:

- Organize and assign ALSA staff to ALSA cases on a daily basis.
- Lead ALSA staff to ensure appropriate care.
- Orient new staff to Agency, clients, surroundings.
- Conference with ALA staff as needed to ensure adequate communication.
- Report to SALSA any discrepancies, concerns re: ALA staff, staff needs
- Organize and complete pre-employment packets and client folders.
- Sort and date incoming mail.
- Assist in distribution and mailing of employee checks.
- Assist coordinators in updating employee files.
- Copy and collate current inter-office forms.
- Assist in making employee ID badges.

- Be on standby to provide care in the event PCA or HHA cannot be obtained to cover a case.
- Maintain a healthful, safe environment in client's home.
- Assist patient with personal hygiene.
- Feeding, dressing, walking and toileting the patient.
- Positioning client when instructed to do so.
- Documentation on the Aide Charting Sheet daily.
- Reporting any important information or changes in the patient's condition to Utopia ALSA and/or the Nursing Field Supervisor.
- Emotional support and the development of a trusting relationship between aide and client.
- Encouragement of client independence.

#### LEAD ALSA STAFF AIDE MUST:

- Exhibit strong leadership qualities.
- Get along well with others.
- Be dependable and trustworthy.
- Enjoy working with others.
- Be sensitive to the feeling of others.
- Be a good listener.
- Have a feeling of empathy for the sick, disabled and elderly.
- Maintain good health habits with regular physical and dental exams.
- Wear Utopia ID badge while working.

### QUALIFICATIONS:

- Have a high school diploma.
- Must have a valid certificate from a Home Health Aide training program consistent with the Connecticut Department of Health requirements with evidence of ongoing inservice to maintain certificate.
- Have at least six (6) month office experience, filing, organizing, etc.
- Must be eighteen (18) years of age or older and have reading and writing skills necessary to the performance of their job.
- Must have the maturity necessary for establishing and maintaining a good work relationship with the client's family and the personnel of the agency.
- Have a sincere interest in and a sympathetic attitude towards caring for the sick and disabled.
- Have a reliable means of transportation.

### PHYSICAL REQUIRMENTS:

- Physical agility with respective occurrence including but not limited to: walking, running, bending, stooping, climbing stairs and ladders, kneeling, crouching, crawling, balancing, reaching, standing, sitting and twisting and lifting greater than 50 pounds.
- Visual/hearing ability sufficient to comprehend written and verbal communication. Able to verbalize so that the average person can comprehend .

### OCCUPATIONAL EXPOSURE DETERMINATION:

This agency has determined that this job title has duties or responsibilities to perform tasks and procedure where occupational exposure occurs.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

UALSA  
02/01  
lead aide  
msworks

**UTOPIA ASSISTED LIVING SERVICES, INC.**  
**JOB DESCRIPTION**

**TITLE:** Assisted Living Aide

**REPORTS TO:** The Supervisor of Assisted Living Services or a licensed nurse designated by same.

**JOB SUMMARY:** An Assisted Living Aide is a trained unlicensed, worker who is prepared to assist professional personnel in the care of the client in the Assisted living Facility. The duties of the Assisted living Aide are planned and assigned by the primary care Nurse to meet the client and family situation. The Assisted living Aide under the supervision may carry out certain personal care services in carefully selected situations.

**RESPONSIBILITIES:**

Work under the supervision of the Supervision of Assisted Living Services or nurse designated by same, hours are limited to the hours assigned by the agency.

May provide supplementary and supportive Assisted Living Services, including supervision in the tasks of daily living including dressing and bathing to clients in an assisted living facility in order to enable them to remain as independent as possible. Performs routine shopping, laundry, house cleaning and meal preparation as related to a safe, clean and healthy environment for the client as instructed on the Service Plan by the Nurse.

Takes and records vital signs as directed.

Under the direction of a nurse, assists a client to take self-administered oral medications that have been prescribed by the client's physician with the consent of the client or his/her representative.

Maintains simple records.

Assists a client with eating and fluid intake and feeds clients unable to feed themselves.

Prepares simple meals and when indicated, modifies meals to follow special diets as per instruction of the Nurse.

Routine care of hair, mouth, and fingernails. Assisted living Aides are not to cut toenails or fingernails.

Gives bath and back rubs.

Follows basic infection control procedures.

Recognizes emergencies and has knowledge of handling emergencies.

Recognize the physical, emotional, and development needs for the client. Respects the client's privacy and his/her personal property.

Turns and repositions client, transfers bed to chair, commode, wheelchair, etc. in a safe manner.

Changes linen on both occupied and unoccupied beds.

Encourages self-help and follow through with the use of special equipment.

Recognizes and reports changes in client's condition to the Nurse or Supervisor of Assisted Living Services.

May give and remove bedpan or urinal.

May test urine for sugar, acetone, color, odor and consistency and record same.

May reinforce dressing and record same upon authorization by the primary care nurse or Supervisor of Assisted Living Services.

Cleans, removes, and replaces colostomy or ureterostomy bags.

Has good communication skills to promote mental alertness through conversation and activity.

Encourages client participation in his/her plan of care.

Assists with exercise, ambulation with direction from the Nurse or a Physical Therapist.

Other activities at the discretion of the Nurse or Supervisor of Assisted Living Services.

Must complete a minimum of 6 hours of Inservice Training per Utopia Policies.

#### **EDUCATION:**

Must be able to read, write, and follow oral written instructions. Also must be able to converse over the phone. Must achieve a passing score on the utopia Assisted Living Services, Inc. Competency Test.

**EXPERIENCE:**

Must meet one of the following:

Is currently enrolled in or has successfully completed a basic training program for Home health Aides approved by the Commissioner and conducted by the Connecticut State Department of Education, Bureau of Vocational Technical Schools or the Regional Community College and receiving or has completed ten (10) hours orientation and evaluation of competency. The Nurses Aide training program may be sponsored by or in conjunction with a general hospital, hospice, chronic, convalescent home or home health agency as defined in the Public Health Code.

**OCCUPATIONAL EXPOSURE DETERMINATION:**

This agency has determined that this job title has duties or responsibilities to perform tasks and procedures where occupational exposure occur.

**PHYSICAL REQUIREMENTS:**

Physical agility with respective occurrence including but not limited to: walking, running, bending, stooping, climbing stairs and ladders, kneeling, crouching, crawling, balancing, reaching, standing, sitting and twisting and lifting greater than 50 pounds.

Visual/hearing ability sufficient to comprehend written and verbal communication. Able to verbalize so that the average person can comprehend.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**UTOPIA ASSISTED LIVING SERVICES, INC.**  
**JOB DESCRIPTION**

**TITLE:** Homemaker / Companion  
**REPORTS TO:** Supervisor  
**SUPERVISES:** N/A

**Job Description:**

The homemaker is responsible for performing routine housekeeping tasks in order to maintain a clean, safe environment for the client.

**Duties & Responsibilities:**

Performs housekeeping activities in order to maintain a safe clean environment and promote a sense of well-being for the client by following a designated work plan.

Follows designated work plan including planning and preparing simple meals, changing bed linen on an unoccupied bed and doing laundry.

Participates in supportive activities to ensure maximum client independence within the home and maintains household routine.

Communicates any changes in the clients' condition to the Supervisor and/or nurse.

May occasionally accompany the client to a medical appointment, socializing outside the home.

Shopping/errands as per client request.

**Qualifications:**

Must be able to function with minimal supervision.

Must be physically capable of performing job-related duties.

Must provide the agency with proof of a recent physical exam which states a negative TB test or X-ray annually.

**Physical Requirements:**

Physical agility with respective occurrence including but not limited to; walking, running, bending, stooping, climbing stairs and ladders, kneeling, crouching, crawling, balancing, reaching, standing, sitting and twisting and lifting greater than 50 pounds.

**Physical Requirements continued:**

Visual/hearing ability sufficient to comprehend written and verbal communication. Able to verbalize so that the average person can comprehend.

**Occupational Exposure Determination:**

This agency has determined that this job title has duties or responsibilities to perform tasks and procedure where occupational exposure occurs.

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Employee Signature

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Date

UTOPIA ASSISTED LIVING SERVICES, INC.  
Quality Assurance Program

**POLICY**

It is the policy of Utopia Assisted Living Services, Inc. to deliver quality assisted living care and services, which meet the individualized needs of its clients and are compliant with State Statutes. Towards that end, the following Quality Assurance Program is established.

**PURPOSE**

To ensure that agency policies and procedures are followed in compliance with State Mandates.

To provide guidelines for Service Record Review.

To provide guidelines for Quality Assurance Activities.

To ensure that case management is appropriate, adequate and consistent with the client care plan, medical regime and client needs. To ensure that each client receives the necessary services to allow them to function as independently as possible in a safe environment.

**PROCEDURE**

1. A quality Assurance Committee will be established with members appointed by Utopia. The committee shall consist of the following members:
  - a) one physician;
  - b) one registered nurse with a minimum of two years of clinical experience in home health care or a Bachelor's degree in nursing;
  - c) one social worker with a Bachelor's degree in social work or related human service field;
  - d) a representative from each facility the ALSA serves;
  - e) any other persons Utopia deems appropriate;
  - f) employees of the ALSA may serve as ex-officio members only without voting powers.
2. Members of the committee shall be in active practice in their profession or shall have been in active practice within the last five years.
3. No member shall be an owner, stockholder, employee or related by blood or marriage to an owner, stockholder, or employee of the agency.
4. The Committee shall meet at least once every 120 days. Written minutes shall be maintained documenting the dates of meetings, attendance and recommendations of the committee. The minutes shall be presented and acted on at the next regular meeting of the Board of Directors following the Quality Assurance Committee meeting. These minutes shall be available to the Department upon its request.
5. The committee shall perform the following functions:
  - a) At least annually, the Committee shall review and revise, Utopia policies on:

UTOPIA ASSISTED LIVING SERVICES, INC.  
POLICY AND PROCEDURE

Reporting of Equipment Malfunction or Damage

**PURPOSE**

To provide guidelines for Utopia staff in complying with regulatory standards in the event a client or employee is injured or killed as a result of damaged or malfunctioning equipment.

**POLICY:**

Utopia Assisted Living Services employees will immediately report any instances of apparent or suspected medical equipment malfunction, or disrepair to the Assisted Living Supervisor (Supervisor). The agency will ensure that the item is repaired. If a client or employee is injured due to damaged or malfunctioning equipment the following procedure for reporting the incident to the agency and where necessary the FDA, will be followed.

**DISCUSSION:**

Under the "Safe Medical Devices Act" the Federal Food and Drug Administration (FDA) requires health care professionals to report to the FDA and manufacturer within **10 days** of any deaths and serious injuries or illnesses caused by medical devices.

The FDA specifies the form to be used.

**Reportable injuries and illnesses** - Health care agencies are required to file a report whenever they receive or otherwise become aware of information that reasonably suggests that a medical device has or may have caused or contributed to the death, serious illness or serious injury of a patient. A reportable injury or illness is: "1) life threatening; 2) results in permanent impairment of a body function or permanent damage to a body structure; or 3) necessitates medical or surgical intervention to preclude permanent impairment of a body function or permanent damage to a body structure."

Examples of medical devices which may cause reportable incidents include blood glucose monitors, hoist lifts and home infusion pumps.

**PROCEDURE**

1. If an employee notes that medical equipment is malfunctioning or damaged the Assisted Living Supervisor is notified and the equipment is repaired or replaced.

2. If medical equipment issued to the employee is malfunctioning or damaged the Supervisor is notified and replacement or repair is done.
3. Immediately discontinue use of the equipment. Assure the immediate safety of the client or employee.
4. Follow the Utopia incident/accident reporting procedure.
5. Notify MD as per incident/accident reporting procedure.
6. If possible, the equipment should be maintained in the same position as it was at the point of injury/death should not be moved until the appropriate inspectors can enter to inspect the equipment. Equipment should be moved only if it poses a safety hazard.
7. The equipment should be secured in a manner so that other persons cannot come into contact with it.
8. A formal report will be written as specified by Med WATCH (FDA Medical Products Reporting Program.) Forms mandated by Med Watch will be completed by the Assisted Living Supervisor.
9. Under Action Taken include: report to the FDA to the Vendor/Manufacturer and what was done to repair/replace device to insure human safety and to prevent a reoccurrence.
10. A copy of the FDA Report will be maintained in the Clinical Office.
11. Follow up as appropriate will be coordinated by the Supervisor of Assisted Living.
12. The Service Coordinator will be notified of injuries caused by equipment as appropriate.

# **UTOPIA ASSISTED LIVING SERVICES, INC.**

## **POLICY AND PROCEDURE**

### **DCS Notification of Change in Client Condition**

#### **PURPOSE:**

To provide mechanism for notification to DCS of client change in condition requiring increase in staff at specific site.

#### **POLICY:**

Client change in condition / level of care may require an increase and / or time change in availability of staff at specific MRC. DCS to be made aware of change needed to insure adequate staff to meet client specific needs.

#### **PROCEDURE:**

1. Nurse aware of change in client condition / level of care to notify SALSA.
2. Nurse / SALSA evaluate impact of change on current staff on site.
3. Staff hours / coverage identified as need change DCS notification of change in condition. Increase staff required form to be completed (top portion).
4. Completed form to be faxed to DCS.
5. DCS evaluates staff / request and develops plan of action with SALSA.
6. DCS completes bottom portion of form and faxes to nurse onsite the intended plan of action.

# UTOPIA ASSISTED LIVING SERVICES, INC.

## POLICY AND PROCEDURE

### Client Complaint

#### **PURPOSE**

To provide a mechanism for receiving, reviewing, and resolving Client complaints.

#### **POLICY**

Clients/families are given the opportunity to voice grievances and recommend changed in policies and services without coercion, discrimination, reprisal or unreasonable interruption of services. Complaints may include but not be limited to, the provision of care, loss of property or lack of respect for property or allegations of neglect, physical and mental abuse, or exploitation.

All staff are made aware of the complaint procedure.

**Complaints and their resolution must receive immediate attention.**

In the event that allegations of neglect, physical and mental abuse or exploitation are made, refer to the Policy and Procedure on Client abuse, neglect or exploitation.

#### **PROCEDURE**

1. On the admission the client is given a copy of the Patient Bill of Rights. The procedure for reporting a complaint to Utopia Assisted Living Services is explained on this form, as well as how to file a complaint with the State of Connecticut.
2. The Client Bill of Rights is explained to the client or responsible party upon admission. Both the client or responsible party and nurse sign that the client has been advised of his/her rights and responsibilities.
3. The client/family who have a complaint regarding any service provided by Utopia Assisted Living Services are requested to call the Office and report such complaint to the Utopia Assisted Living Supervisor (Supervisor).
4. Upon receiving by other staff members will be reported to the Supervisor as soon as possible.

6. Every complaint is investigated with a focus on resolution.
7. Upon receipt of a complaint involving missing/damaged property, Supervisor will contact the client/family and obtain the following information:
  - a) Item missing (replacement value)
  - b) If money is missing, the amount
  - c) Where item was last seen
  - d) When item was last seen
  - e) Suspect, if any
  - f) If possible, obtain names of people who have been in the clients residence during the period that the item was noted missing
  - g) Advise client/family to notify Local Police if this was not already done.
8. The most suitable and acceptable corrective action taken to resolve the problem.
9. The Service Coordinator will be notified and involved with the complaint reporting and resolution as appropriate.
10. The Complaint Form must be completed with attention to each area listed. The Supervisor will ensure it is signed off and logged.
11. Throughout the process the rights of each client and family are always protected.
12. The client should be assured that no discrimination or reprisal will be forthcoming from the Utopia Assisted Living Services.
13. If a satisfactory solution is not obtained at this level the Board of Directors is involved.
14. The client/family has the right to register such complaint verbally or in writing with the:

Department of Public Health  
410 Capital Avenue  
PO Box 340308, MS #12HSR  
Hartford, CT 06134-0308  
(860) 509-7400

15. In cases involving possible exploitation of a client over 60 years of age, Protective Services for the Elderly is notified. If the client is mentally retarded between the ages of 18-59 the State Office of Protection and Advocacy is notified.'



UTOPIA ASSISTED LIVING SERVICES, INC.  
Policy and Procedure

Reporting Accidents and Incidents: Clients and Employees

**PURPOSE:**

To establish guidelines for reporting and documenting all incidents and accidents, injuries and safety hazards related to the care/service provided.

An Incident/Accident Report provides documentation of:

1. An incident; an event that is not consistent with the routine care of clients or the routine operation of this agency. An incident may be a situation which may result in an accident.
2. An accident; an unanticipated adverse event related to the clients, their care, or employees.

**PROCEDURE**

1. All incidents/accidents involving clients/employees, families, etc., will be reported to the Supervisor within twenty four (24) hours of the occurrence. The nurse will be notified when client/employee incidents occur after hours. on the next working day the On-Call Nurse will report the occurrence to the Supervisor.
2. An Accident/Incident Report Form will be completed on every incident/injury. The form must be signed by the employee by the employee and Supervisor. After hours, the On-Call Nurse initiates the report .
3. The form must be accurate and complete with as much detail as necessary to describe the event and any injuries.
4. Incidents/Accidents of any nature relating to clients are immediately reported to the attending physician.
5. When an Incident/Injury report is received the Supervisor will discuss it with the employee and document corrective actions taken.
6. Completed reports are forwarded to the supervisor for logging (within 24 hours), review, and follow-up. These reports are not to be filed in the client's record.
7. NOTIFY THE SUPERVISOR IMMEDIATELY IF:
  - a) Death or severe/catastrophic injuries result from the occurrence,
  - b) The occurrence results in injuries requiring treatment by a physician and/or